



**INVITATION TO BID
(GENERAL SERVICES)
(ITB)**

ITB-0011-25

**INSTALLATION OF RECTANGULAR RAPID FLASHING
BEACONS (RRFB) AND
YELLOW FLASHING TRAFFIC BEACONS**

SOLICITATION ISSUE DATE: Friday, September 12, 2025

**BID'S DUE DATE and OPENING DATE:
Friday, October 24, 2025, by 3:00 P.M.**

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

**“Electronic” Submittals Must be uploaded to “Bidnet”
<https://Bidnetdirect.com/georgia/cityofstonecrest>**

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

**ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038**

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ATTACHMENT "A" – BIDDER'S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY
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8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
ACT AFFIDAVIT "E-VERIFY"
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED
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14. REFERENCES

Attachment B – Bid Cost Proposal Form (Bid Sheet)

Attachment C – GIS Map of Locations for RRFB Installation and Additional Information

Attachment D – General Details of Solar RRFB Installation

Attachment E – Request for Approved Equal Form

Attachment F – "Sample" Professional Services Agreement

GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Invitations to Bid (ITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement staff identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecresga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is **Wednesday, October 8, 2025, by 5:00 P.M.** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.
- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.
- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal Form – Bid Sheet attests to this.
- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty (**120**) days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.
- **REQUEST FOR APPROVED EQUALS OR EQUIVALENT:** The products specified herein does not necessary constitute the exhaustive list of products required to complete this project. Therefore, the Contractor is responsible for providing any other parts and materials needed to deliver a complete and fully operational system. All items, functioning capabilities and requirements listed within the scope of work are the **MINIMUM REQUIREMENT** acceptable to the City.

The Contractor may use **Approved Equal or Equivalent** equipment and parts as applicable to stay in compliance with current industry standards. The Contractor shall provide the City technical specification, data sheets for any equipment, parts, and accessories that meets or exceeds the minimum requirement listed in herein. Bidders shall complete Attachment "F" - Request for Approved Equal Form and submit request to Tboynton@stonecrestga.gov on or before 5:00PM, Wednesday, October 8, 2025. Requests received after the date and time specified will not be reviewed or accepted. Approval of such request is at the control and approval of the City.

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PROCUREMENT SCHEDULE AND EVENTS

1. PRE-BID MEETING:

There will be not be a Pre-Bid Meeting for this solicitation.

It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. TRANSACTION FEES:

The City of Stonecrest uses Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Friday, October 24, 2025 by 3:00PM. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, SEPTEMBER 9, 2025, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

NOTE: In addition to submitting *Attachment "A"* – Bidder's Required Forms and *Attachment "B"* – Bid Cost Proposal (Bid Sheet), Bidder's **MUST** submit the manufacturer information consisting of but not limited to; pictures and technical specification for the Gazebo being offered in response to this solicitation **BY BIDS DUE DATE AND TIME. FAILURE TO SUBMIT THE REQUESTED MANUFACTURER INFORMATION WITH BID SUBMITTAL WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.**

4. ELECTRONIC BID OPENING:

All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access. Get the app now and be ready when your first meeting starts <https://www.microsoft.com/en-us/microsoft-teams/downloadapp>.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 262 912 335 828 9

Passcode: hH9Ad9ur

Information on bid results and solicitations currently out to bid can be obtained on the City website:
<https://www.stonecrestga.gov/199/Procurement>

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SCOPE OF WORK

1. PURPOSE:

The City of Stonecrest (“City”) is seeking qualified and experienced bidders to respond to a fixed (one-time) project for installation of Rectangular Rapid Flashing Beacons (“RRFBs”) and Yellow Traffic Beacons at various locations within the City. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (“ITB”).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects.

Prices offered on the *Attachment “B”* - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation.

2. BACKGROUND:

Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 (“The Perimeter”) and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

This project aims to enhance traffic safety at crosswalks. Additionally, the City seeks to install the yellow traffic beacons and supporting bases on either side of Turner Hill Road just north of its intersection with Rockland Road. This will enhance traffic safety by giving motorists travelling south on Turner Hill Road advanced notice that they are approaching a dangerous intersection.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:

The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

Designee: Patrick Walker, Pwalker@stonecrestga.gov or (770) 224-0220.

4. GOVERNING REGULATIONS:

The Contractor shall perform the work requested herein in accordance with Georgia Department of Transportation (GDOT) Signs and Marking Design Guidelines, State, Federal, Local, and City rules, regulations, policies, procedures and requirements specific to the type of work to be performed herein.

5. PROJECT LOCATION: (See *Attachment “C”* – GIS Map of Locations for RRFB Installation and Additional Information)

Rectangular Rapid Flashing Beacons (RRFBs) and associated signage will be installed at five (5) locations within the City, Four (4) of the five (5) locations are adjacent to schools. Refer to *Attachment “C”* for additional information.

6. PROJECT MEETINGS:

After the contract is awarded and prior to commencement of any work, a meeting will be held between the Contractor, City representative, and others affected by this work. The time and place of the meeting will be arranged by the City Contract Administrator/Project Manager. The project schedule and dates for completion will be established during this meeting.

6.1 At the conference, the Contractor shall identify his designated project manager, foreman, site supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the work. The designated project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

- 6.2 At the meeting, the Contractor shall furnish in writing to the City's Contract Administrator the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.
- 6.3 The City will promptly reply to the Contractor in writing stating whether or not, after due investigation, has reasonable objection to any such proposed person or entity.
- 6.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 6.5 **Regular Meetings:**
There will be regular meetings throughout this project. The Contractor, all sub-contractors shall participate in these meetings. Representatives of governmental agencies with jurisdiction may also participate in these meetings.
- 6.6 **Project Progress Reports:**
The Contractor shall provide timely progress reports for each phase of this project. The Contractor and Contract Administrator / Designee will determine what information is to be submitted as the project progress report upon mutual agreement.

7. **ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):**
The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Procurement Official and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

8. **PROJECT DURATION:**
The Contractor shall complete all services no less than **Ninety (90)** days from receipt of Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). Contract Time extensions will not be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

- 8.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 8.2 **Preliminary Project Schedule:**
Within Ten **10** days after notice of award and as a condition precedent to executing the Contract, prior to commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project (in the form of tabulation, chart/graphic, as applicable), procurement of materials, scheduling of equipment, installation, and phases of each work site, estimated start and completion dates of the various project activities.
- 8.3 The Work shall be Substantially Completed within **60** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **90** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. WORK TO BE PERFORMED:

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein. Work shall include but is not limited; supply and installation of the beacons. RRFB beacons are to be installed at five (5) locations. Additionally, a pair of yellow flashing traffic beacons are to be installed on Turner Hill Road (See *Attachment "C"*).

9.1 Supply and Installation of Beacons:

The Contractor shall supply and install the beacons in accordance with *Attachment "D"* – General Details of Solar RRFB Installation. Beacons shall be installed in accordance with manufacturer's requirements.

9.2 Material and Minimum Technical Specifications or Approved Equal To:

The Contractor shall provide beacons that are in the same style depicted in *Attachment "D"* – General Details of Solar RRFB Installation or an Approved Equal To.

Note: Please Refer to page ITB-3, Request for Approved Equals or Equivalent. Contractor shall provide the accepted and approved gazebo style and type submitted bid response.

Alternatives/Deviations: Alternatives/Deviations after bids due date and contract award shall be at no additional cost to the City, if accepted by the City. The Contractor shall supply and install the beacons of same or similar style and type approved by the City. Alternatives/Deviations will not be accepted without written authorization by the City. If Alternative/Deviations are approved by the City, it will be at no additional cost to the City. The amount to be paid to the Contractor shall be in accordance with Attachment "B" – Bid Cost Proposal (Bid Sheet) received on bids due date.

Minimum Technical Specifications RRFBs	Description
Compliance	RRFB flash patterns, colors, LEDs, etc. must all be in compliance with applicable most current Manual of Uniform Traffic Control (MUTCD) guidelines.
Directionality	Product able to be installed in a uni-directional or bi-directional configuration by adding/removing a light- bar without the need to remove the entire RRFB and solar engine assembly.
LEDs	Yellow/Amber LEDs
LED Lenses	Two (2) LED lenses per traffic-facing direction on each RRFB light bar. Lenses to be not less than 3 in. x 7 in. (height x width).
Side-Emitting/Tell-Tale LEDs	RRFB unit equipped with LEDs on sides of light bar (perpendicular to traffic facing direction) to provide pedestrian activation confirmation.
Light Bar Casing	Aluminum material or comparably durable material with Yellow finish.
Activation Duration	Activation duration length options between 5 seconds and 5 minutes as a minimum.

Auto Intensity Adjustment	Dynamic/automatic LED intensity adjustment to enable LEDs to operate with higher intensity during daylight hours (brighter), and with lower intensity during nighttime hours (dimmer).
General Minimum Requirement	Specified solar engines and battery system must enable 24/7, 365 operations of the RRFB unit under prevailing site conditions and assumed maximum activation rate of 300 activations/day.
System Autonomy	Minimum autonomy duration of fourteen (14) days on battery power.
Solar Angle	A fixed or adjustable solar angle between 40 and 50 degrees.
Solar Power Adequacy Assessment	Provision of a solar power report, solar array adequacy assessment, or equivalent for each installation location as requested by the City to ensure 24/7, 365 operations without disruption or down-time.
Construction/Wiring	Solar engine and battery components must be pre-wired to allow for a "plug and play" installation; minimizing installation times.
Battery Integration	Battery modules must be interchangeable to allow for batteries to be replaced without entire system being replaced.
Wireless Communication	Wireless radio communication between adjacent beacons to allow for remote activation without need for wired/hard connection.
Instantaneous Activation	Instantaneous activation (< 0.5s) of adjacent beacons wirelessly connected to the beacon which received the activation signal.
Multiple Frequencies/ Channels	Multiple radio frequencies/ channels available to allow for nearby beacons to be connected and/or separated as needed depending on configuration.
Wireless Range	Wireless connection range not less than 600 feet.
ADA Compliant	ADA compliant pedestrian pushbuttons with visual LED and two-tone audible confirmation.
Accessible Pushbutton	Able to be installed in compliance with MUTCD guidelines for accessible pushbuttons.
Beacon Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.

Solar Engine and Battery System Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.
Weatherproof	All products/components must be durable and weatherproof such that they operate without issue in typical Canadian climatic environments, including but not limited to rain, snow, ice, sleet, and a reasonable windspeed.
Operating Temperatures	Minimum operating temperature not greater than -4 degrees Fahrenheit, and maximum operating temperature not less than +120 degrees Fahrenheit for all products/components.
Tamper Resistant	All products/components must be reasonably tamper-resistant by design or include designated anti-tamper features.
Warranty	24-month warranty on defects for solar panel power supply, digital components, and batteries.
Internal Clock	Internal time clock function to allow for data retrieval.
Data Collection/Reporting	Activation counts recording and exportation.

9.3 Pedestrian Crossing Site:

Each pedestrian crossing site is to have a total of two installations, one on each side of the street, including two beacons, “back-to-back”, mounted on a single pole. Each installation shall include all mounting/fastening hardware, activation, solar engine, and communication components, and additional signage (as specified in ***Attachment “D”***) supports and foundations.

- 9.4 The contractor is responsible for utilizing the Georgia 811 notification system to mark existing utilities and ensure they are not impacted by the construction work to be performed.
- 9.5 Contractor shall meet with the City Engineer prior to the start of any work on site to ensure effective coordination with the City.
- 9.6 Exact location for placement of the beacons will be approved in the field by the City Engineer.
- 9.8 Beacons shall comply with latest version of the GDOT Signing and Marking Design Guidelines, see link below:
<https://www.dot.ga.gov/PartnerSmart/DesignManuals/smguide/GDOT%20SIGNING%20AND%20MARKING%20DESIGN%20GUIDELINES.pdf>
- 9.9 Specification of the beacons to be used shall be provided to the City Engineer prior to purchase. City Engineer will review the specifications to ensure compliance with City requirements.

9.10 Beacons for Turner Hill Road:

Minimum Technical Specific for Turner Hill Road Beacons:

One pair of yellow flashing beacons, as describe below:



Illustration of Traffic Beacon

Solar traffic beacons are devices that use solar energy to flash a warning light, typically yellow or red, to alert drivers to potential hazards. All requirements listed below shall be met:

- Beacons shall be designed to meet the standards set by the Manual on Uniform Traffic Control Devices (MUTCD).
- Must be solar powered
- Minimum 12" diameter lens
- Lens color shall be yellow
- Light emitting Diode (LED) shall have dual mount heads
- Must be capable of continuous 24-hour flash
- Capable of running for a minimum of 150 hours when fully charged
- Multi-layer sealed, waterproof, and dustproof, UV stabilized, enclosures shall be compliant with IP66 rating
- Working temperature -4°F to 120°F
- Maintenance free
- Energy Efficient – minimum 13-watt solar panel is to be used

9.11 Demolition/Removal of existing signs (where applicable):

- Details of the MOT plan shall be followed during construction.
- The portion of the sign above ground level must be completely removed returned to the City.
- Site specific Maintenance of Traffic (MOT) plans shall be provided to City Engineer for approval prior to the start of construction in the field.

9.12 Base/Mounting of new beacons:

- Foundation: Concrete support with rebar; exact size determined by engineering
- Sign poles must have "breakaway" properties when struck by a motor vehicle,
(i.e., no concrete pillars, no cast iron poles, etc.).
- Sign construction and installation must meet current **MUTCD** (Manual on Uniform Traffic Control Devices) and State specifications

9.13 Installation:

- Professional installation of both signs and their bases at the designated locations is required.
- Ideally beacons shall be setback from the edge of pavement by 12 feet. Exact location shall be determined by City staff in the field.
- Coordination is required with the City staff for site access, traffic control, and any subsurface utility coordination.
- Adherence to all safety regulations and best practices shall occur during installation.
- Adherence to pre-approved Maintenance of Traffic plan submitted to City Engineer is required.
- Removal and proper disposal of any existing signage or debris from the installation site is required.

10. **CONTRACTOR RESPONSIBILITIES:**

Unless otherwise specified, Contractor will be responsible for the provision and performance of all equipment, materials, work, etc. offered in their response.

10.1 Person of Contact (POC):

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support work during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address, Website Information, Phone Number, and Fax Number.

10.2 The Contractor shall conform to all applicable OSHA, NEPA, Americans with Disabilities Act (ADA), State and Federal safety requirements, rules, regulations, policies, and procedures to perform the work requested herein.

10.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this project until receipt of final acceptance.

10.5 The Contractor shall supervise and oversee all work performed under this contract.

10.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

10.7 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

10.8 The Contractor shall assess the conditions at this site, notify the designated Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

10.9 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

10.10 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this contract.

10.11 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

10.12 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

10.13 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

10.14 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

10.15 The Contractor shall restore all trees, shrubbery, and sodding of all areas disturbed while performing the work herein (as applicable).

10.16 Reporting Dangerous Conditions / Situations:

The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at work sites while working on this project.

11. WORK SCHEDULE:

A penalty fee of \$300.00 per hour will be imposed on the Contractor for failure to comply with the work schedule provided below:

Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays and City observed Holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures are limited to between the hours of 9:00 am to 4:00 pm.

12. EQUIPMENT AND MATERIAL:

The Contractor shall ensure all equipment used on this project complies with and is used in accordance with all pertinent safety regulations. Comply with the manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants. Before construction starts on any particular sequence of work, all equipment and materials necessary for proper execution of the work shall be on site and in good/full working order.

13. LIQUIDATED DAMAGES:

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of One Hundred Dollars (**\$100.00**) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

14. WEATHER:

The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If in the opinion of the City's Contract Administrator / Designee / Project Manager that the weather escalates to a point where the work delays on the project more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make arrangements for extending the time of completion for each individual work order package, once the request has been made for such extensions by the Contractor.

14.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.

14.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

15. DELIVERY, STORAGE, AND HANDLING:

15.1 Delivery:

The Contractor shall coordinate delivery and arrange storage of materials (if needed).

15.2 Storage:

Storage space may be limited. The Contractor shall furnish, at his/her own expense suitable secure area(s) for storing any equipment and materials that will be left on-site (*where approved*). The Contractor shall provide all necessary protective covering needed to prevent damage to surround work areas.

15.3 Security:

The Contractor shall be responsible for on-site security of tools, equipment and materials.

16. RESPONSE TIME:

The Contractor shall respond to request for services within twenty-four (24) hours of notification by the City.

17. RESTORATION OF PROPERTY:

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

18. DISPOSAL OF EXCESS MATERIAL:

All excavated and excess material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense. Disposal of all materials shall be carried out in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

19. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from State, Federal (OSHA), and the City.

20. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

21. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

22. WARRANTY:

The Contractor shall furnish all pertinent warranty information including manufacturers' warranties, effective dates, as they become available, for all new equipment. All materials, parts, components, equipment and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by City. Any issues with loss of connectivity, falling components, etc. should be fixed within twenty-four (24) hours of notification made by the City. Parts replaced during the warranty period shall have a warranty matching that of the original part from date of replacement. Repair or replacement defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

23. CLEAN UP:

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

24. WORK ACCEPTANCE:

- 24.1 Services performed under this agreement will be inspected by an authorized representative of the Engineering Department. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.
- 24.2 The City shall provide written notice of acceptance or rejection within five (5) business days of completion of final inspection.

25. FINAL INSPECTION AND WORK ACCEPTANCE:

The Contractor shall notify the City when the work is complete and ready for the City's final inspection. The Contractor shall perform a joint inspection with the City's authorized representative upon the completion of installation of each beacon. After final inspection, the City's authorized representative for this project will accept the work if the Contractor has satisfactorily:

- 25.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;
- 25.2 Submitted all other required contract deliverables; and
- 25.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of this project. Corrective actions shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor shall bear the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.
- 25.4 The Contractor shall provide the following upon completion of the project:
 - a. Product list containing product names, product numbers, serial numbers, contact information and method of application for all materials used on the project.
 - 2. Warranty (ies) as provided by Manufacturers.

26. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Invoices will be reviewed and approved by City staff prior to payment. Invoices shall be submitted once a month.

Note: Payment Retainage is applicable to this agreement at a rate of **10%** and will be withheld until it has been determined that the Contractor has complied with the requirements of the contract.

GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page ITB-2 of this solicitation package and on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Questions received after this time will not be answered.
 - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>).
 - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.
 - **Bidder** shall verify in Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.
2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Procurement Official.
3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line Item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.
5. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report should be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
 - Excellent - Far exceeds requirements.
 - Good - Exceeds requirements
 - Fair - Just meets requirements.
 - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
 - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

6. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.
7. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.
8. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

9. **CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.
10. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...' "

"Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from**

disclosure."

11. CONTINGENCY FEES: By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

12. CONTRACT ADMINISTRATOR: The City may designate a Contract Administrator whose principal duties shall be:

- Liaison with Proposer.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Proposer's performance.
- Schedule and conduct Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

13. CONTRACT PERIOD: This is a fixed one-time contract. There are no Renewal options for this solicitation or contract upon award. The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Time extensions may be granted due to unforeseen circumstances that necessitate an extension to complete the project(s).

14. DEBARRED OR SUSPENDED BIDDERS: The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporation(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

15. DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

16. DRUG-FREE WORKPLACE: Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

17. DUN & BRADSTREET REPORT REQUIREMENT: The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

18. EQUAL EMPLOYMENT OPPORTUNITY: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts

with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

19. GOVERNMENTAL RESTRICTION: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

20. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

21. INDEMNIFICATION: Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

22. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page **ITB-4** of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.
23. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.
24. **INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.
25. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
26. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
27. **LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws [GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS.](#)
28. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.
29. **MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids

having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.

30. MODIFICATIONS: All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

31. NON-COLLUSION STATEMENT: By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

32. NON-CONFORMANCE TO CONTRACT CONDITIONS: The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.

33. NON-DISCRIMINATION: It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

34. NOTICE: Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

35. OPEN RECORDS ACT:

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

- (a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.
- (b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

36. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

37. PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured

or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

38. PAYMENT: Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number.***

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

39. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated under Special Terms and Conditions Section of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of providing the type of services requested herein in Dekalb County and the City, shall constitute an event of default.

40. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

41. PRICES: Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- **C.O.D.:** Cash on delivery shipments will not be accepted.
- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

42. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- **Right to protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors

shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

1. *Timeliness.*
 - a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.
 - b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
 - c. Untimely protests are invalid and shall be denied as such.
2. *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following information:
 - a. Identity and contact information of protestor;
 - b. Appropriate identification of the subject solicitation or award;
 - c. Detailed statement of the legal and factual grounds of the protest;
 - d. Documentation supporting the protest and/or allegations;
 - e. Statement of the specific relief requested; and
 - f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
3. *Submission of Protests.* All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.
4. *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
5. *Decision on Protest.* The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
6. *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
 - a. *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all

parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.

- b. *Decision.* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.
- c. *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

43. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

44. REJECTION OF BIDS: The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

45. RESERVATION FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

46. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL - The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The

Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.

47. SAFETY STANDARDS: Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.

48. SCRUTINIZED COMPANIES: Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth \$100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

49. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS: It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Georgia.

50. TAXES: The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City unless an exemption is available to the Contractor or contractor, nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

51. TERMINATION:

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

52. WITHDRAWALS: Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:

This is a one-time fixed project.

2. CONTRACT RENEWAL OPTION:

There are no Renewal options for this solicitation.

The Procurement Department shall issue a fixed one-time contract and/or Purchase Order (PO) incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract.

3. BIDDER RESPONSIBILITY:

The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last three (3) years. Bidder shall submit proof of experience for a minimum of two (2) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:

In order to be deemed responsive and responsible to this solicitation, Bidder's Must be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. **Failure to be registered in with the State of Georgia will result on a non-responsive and non-responsible determination. Submittal will not be evaluated and considered for award.**

THE CONTRACTOR MUST POSSESS A BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION. **Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination. Submittal will not be evaluated and considered for award.**

Required licenses and certifications shall consist of the following, but are not limited to:

State:

General Contractors License

(Issued by the State of Georgia of Business and Professional Regulation)

Certified General Electrician License (Georgia Certified)

Copy of Active/Current Business License

Note: Business Must be registered to do business in the State of Georgia

6. **REQUIRED PERMITS AND FEES:**

The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. **INSURANCE REQUIREMENTS:**

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal)**.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

Commercial General Liability	\$ 1,000,000
(CGL): Each Occurrence Limit	
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Umbrella Liability	\$2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident, \$100,000 disease per employee and \$500,000 Disease policy limit. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim and \$1,000,000 per aggregate arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, Contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed, and the property has been accepted by the City.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:

City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov



ATTACHMENT “A”

BIDDER’S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder’s submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and **MUST** confirm its submittal in order for the City to receive a valid response through **Bidnet**.



BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

- Bidder's Certification Page signed and notarized
- All required forms completed, signed and notarized (as applicable)
- Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.
- Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY:

SIGNATURE OF AUTHORIZED OFFICER OR AGENT

PRINTED NAME AND TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for SBE MBE or WBE status: SBE MBE WBE LOCAL

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____



AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/propose will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name **Title** **Telephone Number**

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) Sole Proprietorship Partnership Non-Profit Joint Venture Corporation
 Other - Specify

(b) State of Incorporation:

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties “respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.



PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

SIGNATURE

DATE



CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____ E-mail Address: _____

Date: _____



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Commission Number

Notary Name, Printed, Typed or Stamped

Commission Expires



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____
(Contractor),
_____ certifies to the Contractor that a drug-free workplace will be
provided for the subcontractor's employees during the performance of this Contract pursuant to subsection
(b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

Signature _____ Date _____

, who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT “E-VERIFY”

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number _____

Date of Authorization _____

BY: _____
(Authorized Officer or Agent)

Title _____

Date: _____

* **or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature _____

(SEAL)

Notary Name, Printed, Typed or Stamped _____

Commission Number: _____ Commission Expires: _____



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____



INDEMINIFICATION CLAUSE

Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Bidder's Name

Signature

Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

Bidder's Name _____ Signature _____

Title _____ Date _____

Company/Firm Name _____

Address _____

Phone Number _____

E-Mail Address _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature _____

(SEAL)

Notary Name, Printed, Typed or Stamped _____

Commission Number: _____ Commission Expires: _____



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

INSURANCE

BIDDERS MUST SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and effect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to the scope of work requested in this solicitation of similar size and scope in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity.

FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO.2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address:

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project:

Description of the overall scope:

Description of work that was self-performed by Bidder:

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (**120**) DAYS AFTER BID OPENING.

CITB NO. : ITB-0011-25, Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons.

* **NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the **TOTAL COST**.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____ Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

B-1

ITB-0011-25

Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons
Attachment "B" – Bid Cost Proposal Form (Bid Sheet)



ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Installation of RRFB Beacon at Lithonia High School - Address: 2440 Phillips Rd., Lithonia, Ga. 30058	LS	1	\$	\$
2	Installation of RRFB Beacon at Miller Grove High School – Address: 2645 Dekalb Medical Pkwy, Lithonia, Ga. 30058	LS	1	\$	\$
3	Installation of RRFB Beacon at Salem Middle School – Address: 5333 Salem Rd., Stonecrest, Ga. 30038	LS	1	\$	\$
4	Installation of RRFB Beacon at Intersection of Fannin Drive and Salem Road	LS	1	\$	\$
5	Installation of RRFB Beacon at Flatrock Elementary School – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$	\$
6	Installation of a Pair of Yellow Traffic Beacon at the Intersection of Turner Hill Road and Rockland Road – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$	\$
				TOTAL COST:	\$
TOTAL COST IN WORDS:					

Note: All required concrete, excavation and other work shall be including in the lump sum price for each location.

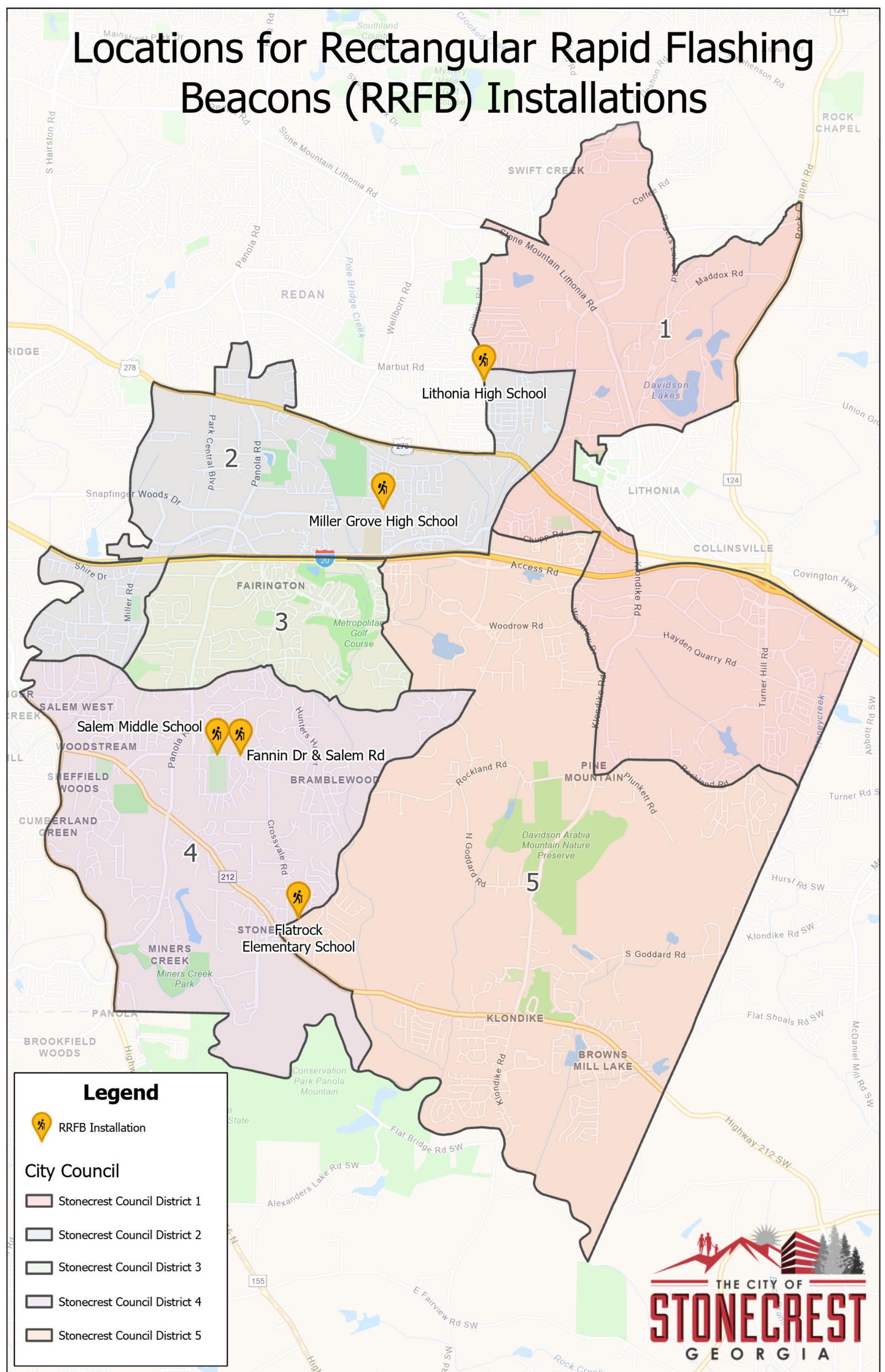
B-2

ITB-0011-25

Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons
Attachment "B" – Bid Cost Proposal Form (Bid Sheet)



Locations for Rectangular Rapid Flashing Beacons (RRFB) Installations



ATTACHMENT C – INSTALLATION SITES AND ADDITIONAL INFORMATION

1) Lithonia High School

Address: 2440 Phillips Rd, Lithonia, GA 30058

<https://maps.app.goo.gl/GgWoUjQCjRvibQsd9>

↑
N



Aerial View of Crosswalk

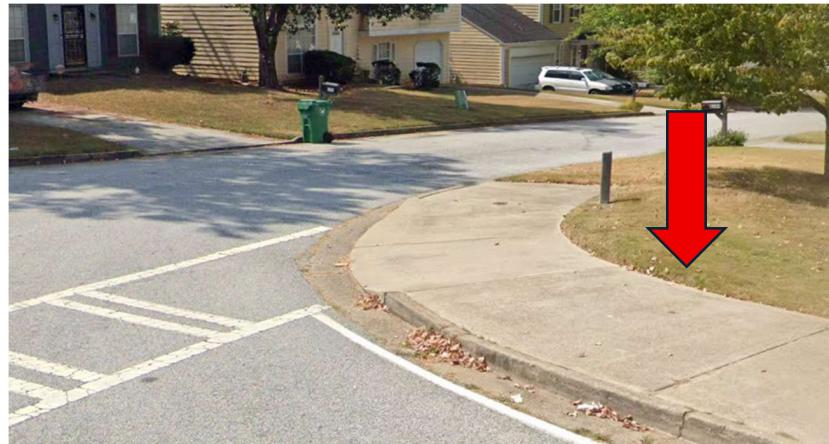
● - Location of bi-directional RRFB and associated signage



View looking north on east side of street, existing sign is to be removed and replaced by RRFB and associated signage

Attachment "C"

GIS Map of Locations for RRFB Installation and Additional Information



View looking south-east on west side of street, new RRFB and associated signage to be located at red arrow

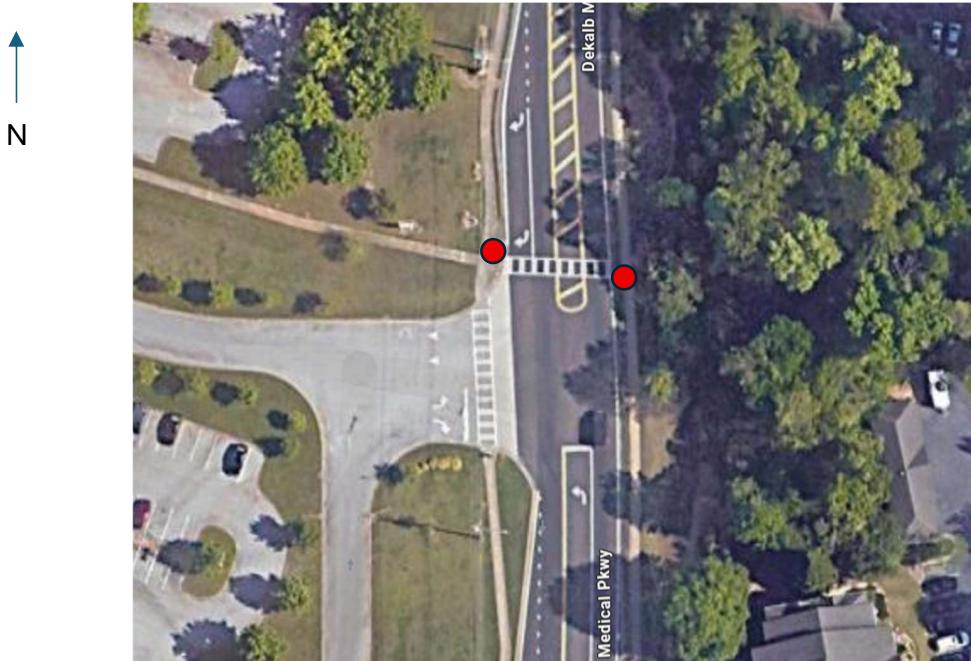
Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information

2) Miller Grove High School

Address: 2645 Dekalb Medical Pkwy, Lithonia, GA 30058

<https://maps.app.goo.gl/Gq66jPz9e7q2rrtM8>



Aerial View of Crosswalk

● - Location of bi-directional RRFB and associated signage



View looking north on east side of street, existing sign to be removed and replaced by new RRFB and associated signage



View looking south on west side of street, existing sign to be removed and replaced by new RRFB and associated signage

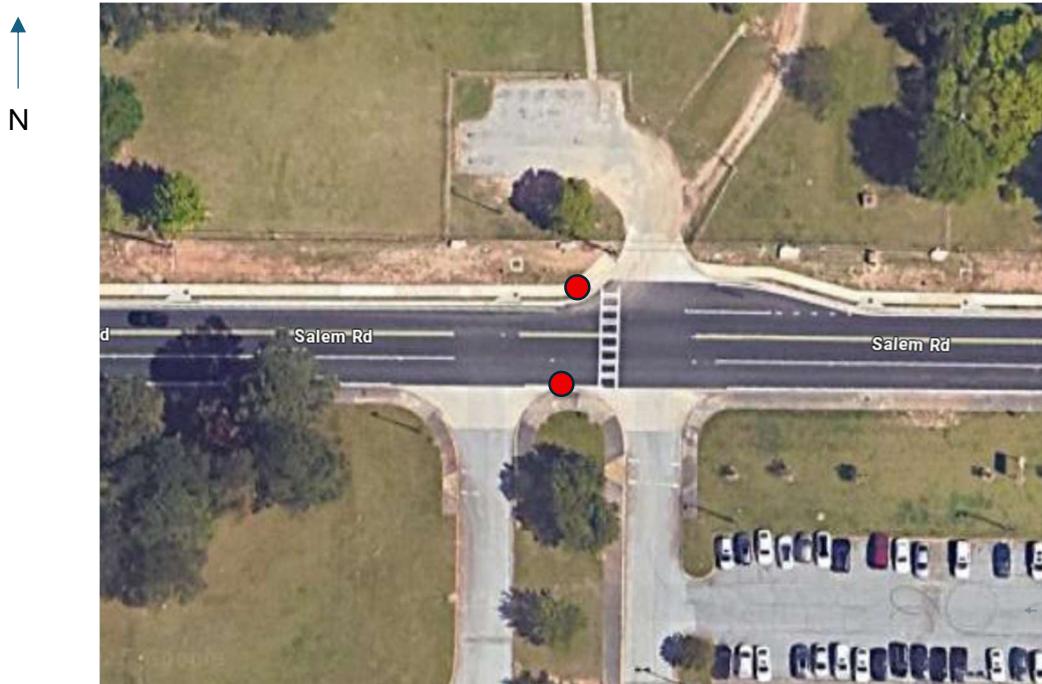
Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information

3) Salem Middle School

Address: 5333 Salem Rd, Stonecrest, GA 30038, Existing crosswalk to be moved westward.

<https://maps.app.goo.gl/5prttxaD4FzqwbUw6>



Aerial View of Crosswalk

- - Location of bi-directional RRFB and associated signage



View looking east towards south side of side of road. New RRFB beacon to be located at red arrow.

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information



View looking south-west on north side of Salem Road. Existing sign is to be removed and replaced with new RRFB and associated signage.

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information

4) Intersection of Fannin Drive and Salem Road

<https://maps.app.goo.gl/msZpoLqXov75HYd66>



Aerial View of Crosswalk

- - Location of bi-directional RRFB and associated signage



View looking south-east on south side of Salem Road. Existing sign is to be removed and replaced with new RRFB and associated signage

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information



View looking south-west on north side of Salem Road. Existing sign is to be removed and replaced with new RRFB and associated signage.

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information

5) Stonerock Elementary School

Address: 4603 Evans Mill Rd, Stonecrest, GA 30038

<https://maps.app.goo.gl/nM3HmR9mYSwTwwsU7>



Aerial View of Crosswalk

- - Location of bi-directional RRFB and associated signage



View looking south-west on north side of Evans Mill Road. New RRFB and associated signage is to be installed at location indicated by red arrow

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information



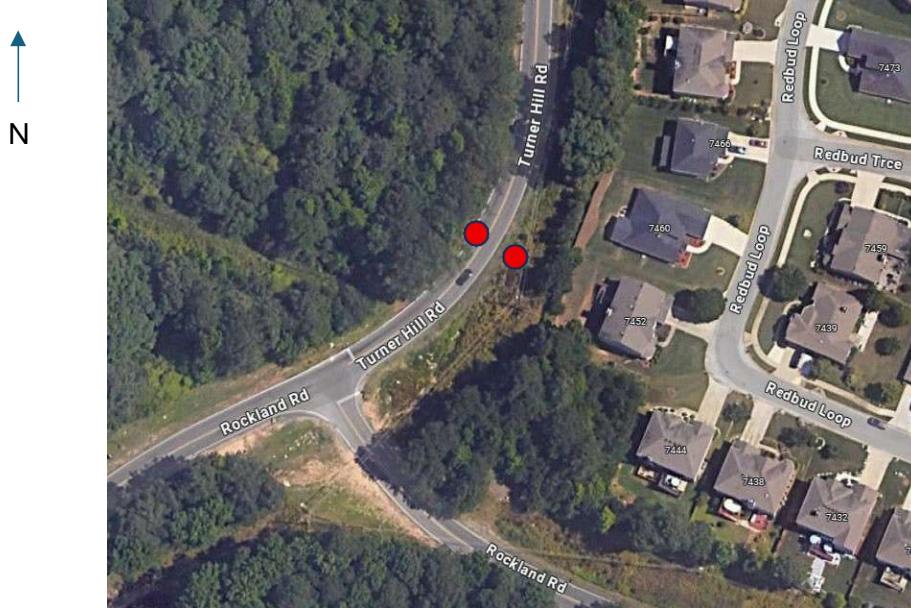
View looking north-east on south side of Evans Mill Road. Existing sign is to be removed and replaced with new RRFB and associated signage.

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information

6) Aerial view of Intersection of Turner Hill Road and Rockland Road, Stonecrest, GA

<https://maps.app.goo.gl/zpyKJnbwb2ZfmC78A>



Red circles show approximate location of beacons on either side of Turner Hill Road, yellow beacons face north



Streetview looking south of the proposed beacon location just north of the intersection of Turner Hill Road and Rockland Road, Stonecrest, GA, beacons to be placed at red arrows

Attachment "C"

GIS Map of Locations for RRFB Installation and Additional Information



Streetview looking south towards the existing temporary stop sign just north of Intersection of Turner Hill Road and Rockland Road, Stonecrest, GA

Link to Google Maps: <https://maps.app.goo.gl/LNnZVdJd5tNsCukG9>

Approximate Latitude and Longitude of centerline of Turner hill Road at temporary stop sign location: 33°40'39.6"N 84°05'21.6"W

Exact locations of beacons to be determined in the field with selected vendor

THE END

ATTACHMENT "D"

GENERAL DETAILS OF SOLAR RRFB INSTALLATION

Minimum Requirements or Approved "Equals To"

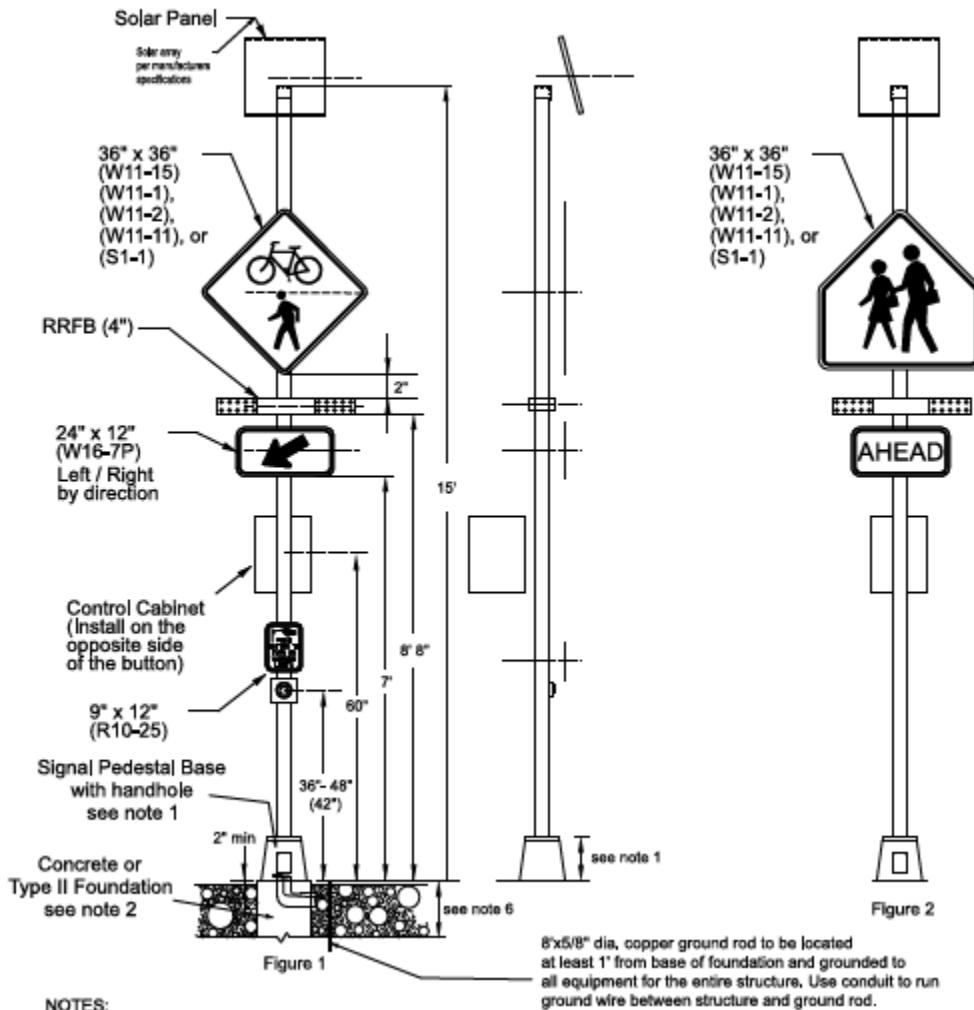


Figure 1 – General details of solar powered installation

Notes, Figure 1:

- 1) Base mounting bolts into cylindrical foundation shall be 14"x3/4" threaded elbow bolts. Conduit for grounding wire shall be installed within concrete.
- 2) Solar array mounting dependent upon site conditions. Mount as needed to provide adequate sun exposure per manufacturer's recommendations.
- 3) Control cabinet shall be heavy duty aluminum keyed with a number 2 lock, time clock, and 1-100 amp/hour gel-cell battery. Controller per project special provisions.
- 4) Signal pole shall be cylindrical aluminum with an outer diameter of 4.5". Place solar array per manufacturer's recommendations.

- 5) Foundation size varies with pole height (Minimum foundation 24" dia. x 40" depth with applicable reinforcement according to engineer's design and GDOT requirements.
- 6) Wiring shall meet all NEC standards and local codes.
- 7) All wires to run through the foundation, transformer base, and inside the aluminum pedestal.
- 8) All attachments made to aluminum pole shall be banded or bolted as approved by engineer.
- 9) Installation shall be double-sided.

General Notes:

- 1) Design and installation of the RRFB in accordance with the 2023 MUTCD (11th Edition)- Rectangular Rapid-Flashing Beacons at Crosswalks.
- 2) When practical, the RRFB and mounting post on the right side of the road shall be mounted on the approach side of the crosswalk closest to approaching traffic.
- 3) Locate push button sign IR10-251 and push button to face crosswalk, even if it is mounted on the back side of the sign.
- 4) All RRFB units associated with a given crosswalk, including those with an advance crossing sign) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
- 5) The RRFB unit associated with a post-mounted sign and plaque may be located between and immediately adjacent to the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
- 6) Sign foundation is to be concrete per engineer approved design.
- 7) Contractor to provide/install poles and bases.
- 8) All hardware, post, push buttons shall have yellow powder finish.
- 9) Pedestrian beacons shall be actuated via pedestrian pushbuttons and interconnection provided via wireless communications.
- 10) Light displays to be double-sided for approaching traffic in both directions.
- 11) Final RRFB assembly hardware and exact location on site shall be approved by City Engineering.

SCHEMATIC OF RRFB INSTALLATION ON TWO WAY ROAD

Standard Two-Way Road

Solar-powered with wireless communication

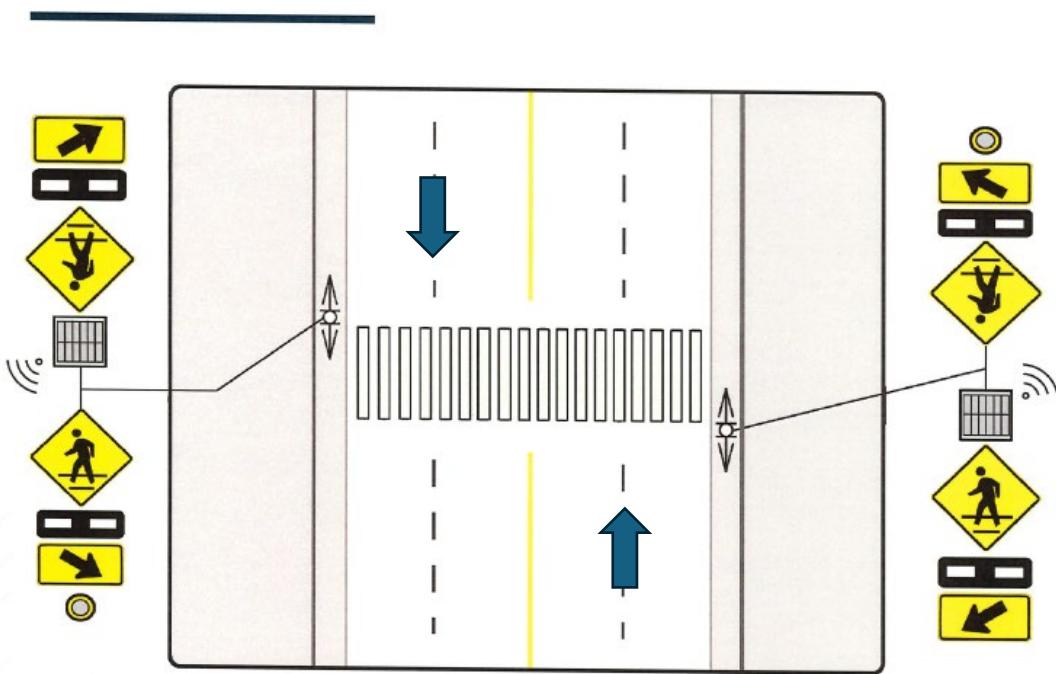


Figure 2 - Schematic of Standard installation on Two-Way Road (two lanes either direction or one lane either direction)

Notes:

- 1) Sign is to be placed on the edge of crosswalk closest to the direction of vehicular traffic
- 2) RFFB units on either side of roadway shall communicate wirelessly for signal coordination
- 3) Automated signal dimming should be used to minimize glare at night
- 4) Wig wag plus simultaneous (WW+S) Flash pattern shall be used (see Figure 3)
- 5) At school crossing locations install two S1-1 school zone crossing signs (facing each direction), RRFBs (facing each direction), and double sided W16-7P plaques (facing each direction) on the pedestal. At other crossings locations install two double-sided W11-15 bicycle/pedestrian crossing signs (facing each direction), RRFB (facing each direction), and W16-7P plaques (facing each direction) on the pedestal.



S1-1 school zone crossing sign



W16-7P plaque



W11-15 bicycle/pedestrian crossing sign

RRFB FLASH PATTERN

WW+S flash pattern order

MUTCD 4L.03.02

All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when activated, simultaneously commence operation of their rapid flashing indications and shall cease operation simultaneously.

MUTCD 4L.02.12

Daytime light intensity shall meet the minimum specifications for **Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595**:

- 600 candela (cd) minimum measured at horizontal and vertical angle of 0 degrees

An automatic signal dimming device may be used to reduce the brilliance of the RRFB indications at night to reduce excessive glare.

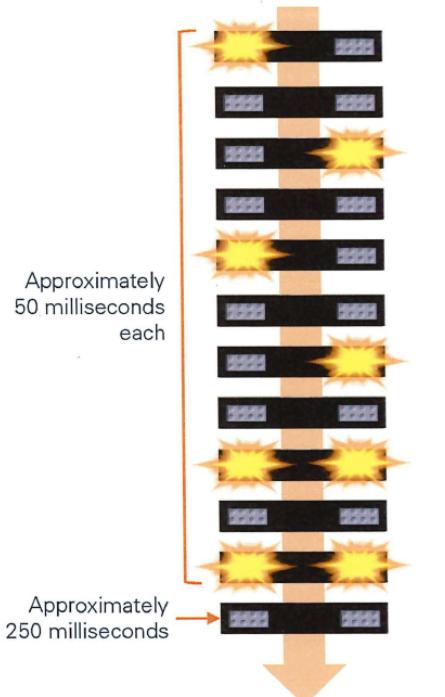


Figure 3 - (WW+S) Flash pattern

Notes:

- 1) Duration of predetermined flash period should be based on the procedures of Section 41.06 of the MUTCD. Pedestrian clearance time should be calculated assuming a 3.0 feet/second speed to give more time for people who are wheelchair bound.

PEDESTRIAN DETECTION



Figure 4 – Audible Information Device

Notes:

- 1) R10-25 sign shall be used
- 2) Audible information device shall be as shown in figure 4
- 3) Message shall say "Warning lights are flashing" and shall be spoken twice.
- 4) Cannot have vibrotactile indications (to differentiate from Accessible Pedestrian Signal (APS) used at intersections

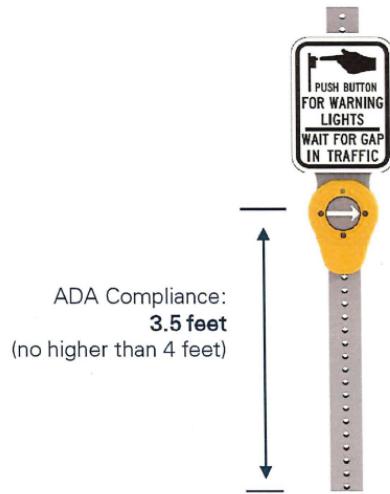


Figure 5 – Mounting to ensure ADA Compliance



City of Stonecrest, Georgia

Procurement Department

3120 Stonecrest Blvd., Suite 190

Web: www.stonecrestga.org

Office: Phone: (772)-224-0200

Email: Procurement@stonecrestga.org

Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons

ITB-0011-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. ONE
DATE: SEPTEMBER 25, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. REVISE MICROSOFT TEAMS MEETING INFORMATION:

ORIGINAL:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 262 912 335 828 9

Passcode: hH9Ad9ur

REVISED

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 280 126 179 615 7

Passcode: iF6Ws9KF

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Friday, October 24, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY _____

BIDDER'S _____

SIGNATURE DATE: _____



City of Stonecrest, Georgia

Procurement Department

3120 Stonecrest Blvd., Suite 190

Web: www.stonecrestga.org

Office: Phone: (772)-224-0200

Email: Procurement@stonecrestga.org

Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons

ITB-0011-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. TWO
DATE: OCTOBER 17, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. REVISED BID BOND DUE DATE AND PERFORMANCE BOND INFORMATION:

ORIGINAL:

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, SEPTEMBER 9, 2025, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

NOTE: In addition to submitting *Attachment "A"* – Bidder's Required Forms and *Attachment "B"* – Bid Cost Proposal (Bid Sheet), Bidder's **MUST** submit the manufacturer information consisting of but not limited to; pictures and technical specification for the Gazebo being offered in response to this solicitation **BY BIDS DUE DATE AND TIME. FAILURE TO SUBMIT THE REQUESTED MANUFACTURER INFORMATION WITH BID SUBMITTAL WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.**

REVISED:

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND PRIOR TO 12:00 PM, MONDAY, OCTOBER 27, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

2. BIDS DUE DATE CHANGE:

ORIGINAL

ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Friday, October 24, 2025 by 3:00PM.** **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

REVISED:

ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Monday, November 3, 2025 by 3:00PM.** **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Monday, November 3, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton

Report Executed On: 11-10-2025 10.03.35 AM

Solicitation Number: ITB-0011-25

All Suppliers								
Solicitation Number	Title	Publication Date	Closing Date	Status	Notified	Document/ Plan Takers	Submitted Bids	Downloaded documents
ITB-0011-25	Installation of RRFBs and Yellow Flashing Traffic Beacons	09-12-2025	11-03-2025	Bids published	324	30	1	173
Totals					324	30	1	173